REQUEST FOR QUOTATION (This is NOT an Order)			This RFQ X is	is not	a small business s	set-as	side			Page	1 <b>Of</b> 28
1. Request No.		ate Issued	3. Requisition/Purchas	se Reg	uest No.	4. (	Cert For Nat Do	ef. Under BDS	A	Rating	2
W52H09-04-T-0162	2	004FEB09	See Scl	_			Reg. 2 and/or D			,	DOA5
5A. Issued By	-		W52H09				6. Deliver by	(Date)			
TACOM-ROCK ISLAN AMSTA-LC-CFA-B	ID		W321103					See Sc	chedule		
ROCK ISLAND IL	61299-7630						7. Delivery				
							FOB Destination	on	X Ot	her	
5B. For Information		<b>and telephone</b> 309)782-726	no.) (No collect calls)								
EMAIL: MCGUIRED@			2								
8. To: Name and Ad	dress, Includin	g Zip Code					9. Destination	n (Consignee a	nd addr	ess, inc	cluding
							Zip Code)				
								g g .	11.1.		
								See Sc	hedule		
10. Please Furnish (	Quotations to	IMPORTA	NT: This is a request fo	or info	rmation, and ano	tatio	ns furnished a	re not offers	If you a	re jina	hle to anote
the Issuing Office in			cate on this form and re								
or Before Close of B	usiness		sts incurred in the prep								
(Date) 2004MAI	R08		e of domestic origin unlo uest for Quotation must				oter. Any inte	rpretations an	ia/or cer	шкан	ons attached
			1. Schedule (Include app				cal taxes)				
Item Number			s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			(f)
12. Discount For Pro	ompt Payment	(See So	chedule) a. 10 Calendar Days	b	o. 20 Calendar Da	ys	c. 30 Cale	endar Days	d.	Calend	dar Days
			%	,		%		%	Num	ber	Percentage
NOTE: Additional	provisions and	representation	ons are are not	attach	ned.		1		1		
13. Name and Addre Zip Code)				14. S	Signature of Person Quotation	n Au	thorized to Sig	n	15. Date	of Qu	otation
				a N	ame (Type or Prin	t)	16. Si	igner	ŀ	o. Tele	nhone
					and (Type of Till	,			Area Co		PHONE
				c. Ti	tle (Type or Print)	)			Number	•	
AUTHORIZED FO	DIOCAL DE	DDADIICTIA	N.				C4 3	lard Form 18	(Dov. 0 0	) <u>5)</u>	

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#### Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

# CONTINUATION SHEET Reference No. of Document Being Continued Page 3 of 28 PIIN/SIIN W52H09-04-T-0162 MOD/AMD

(AS7006)

3 52.210-4500 TACOM-RI NOTICE OF PHOSPHATE COATING REQUIREMENT

MAR/1988

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings. (Applies to CLIN 0003).

(End of Clause)

(AS7002)

4 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI
THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE

CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

5 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _	 PRICE	\$
CLIN _	 PRICE	\$

#### 

(End of clause)

(AS7008)

6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/200

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

7 52.233-4503 AMC-LEVEL PROTEST PROGRAM TACOM-RI

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Rd 2-1SE3401 Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

CONTINUATION SHEET	Reference No. of Document B	Page 5 of 28	
CONTINUATION SHEET	PIIN/SIIN W52H09-04-T-0162	MOD/AMD	

#### Name of Offeror or Contractor:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

F.O.B ORIGIN CLAUSES APPLY TO THE OPTION QUANTITY ONLY.

\*\*\* END OF NARRATIVE A 001 \*\*\*

YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE BASED ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE.

\*\*\* END OF NARRATIVE A 002 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5120-01-299-5989 FSCM: 19206 PART NR: 12576956 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV	113	EA	\$	\$
	NOUN: WRENCH, SOCKET PRON: M141F404M1 PRON AMD: 01 AMS CD: 070011HRATM				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W52H093203A603 W25G1U J 1  DEL REL CD QUANTITY DAYS AFTER AWARD  001 113 0150				
	FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS  (W25GlU) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
0002	NSN: 5340-01-387-8910 FSCM: 19206 PART NR: 12901118 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	37	EA	\$	\$
	NOUN: HANDLE, CRANK PRON: M141F411M1 PRON AMD: 01 AMS CD: 070011HRATM				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W52H093203A610 W25G1U J 1  DEL REL CD QUANTITY DAYS AFTER AWARD  001 37 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
0003	NSN: 5340-01-285-3086 FSCM: 19200 PART NR: 12900964 SECURITY CLASS: Unclassified				
0003AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	7	EA	\$	\$
	NOUN: LATCH, RIM PRON: M141F420M1 PRON AMD: 01 AMS CD: 060011HRATM				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W52H093203A620         W31G1Z         J         1				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 7 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER  TRANS OFFICER 256 235 6837 CL V  7 FRANKFORD AVE BLDG 380  ANNISTON AL 36201-4199				
0004	NSN: 5340-01-286-0481 FSCM: 19200 PART NR: 12900955 SECURITY CLASS: Unclassified				
0004AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV	8	EA	\$	\$
	NOUN: CLEVIS, ROD END PRON: M141F421M1 PRON AMD: 01 AMS CD: 070011HRATM				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR TP CD           001         W52H093204A600         W25G1U         J         1           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         8         0150				
	FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS  (W25GlU) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
0005	DATA ITEM			\$** NSP **	\$** NSP

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#### Name of Offeror or Contractor

	or or Contractor:				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the				
	technical data in accordance with the				
	requirements, quantities and schedules				
	set forth in the Contract Data Requirements Lists (DD Form 1423),				
	Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	(======================================				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	INDEBCTION OF IGHT				
		1	1		

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#### Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12576956 (CLIN 0001AA), 12901118 (CLIN 0002AA), 12900964 (CLIN 0003AA), 12900955 (CLIN 0004AA) with revisions in effect as of 15 SEP 2003 (CLIN 0001AA), 15 SEP 2003 (CLIN 0002AA), 06 OCT 2003 (CLIN 0003AA), 02 OCT 2003 (CLIN 0004AA) (except as follows):

CLIN 0001AA

12576957, 12576958, 12576959:

NOTE 2, CHANGE TO READ "2. MATERIAL: .27-34C AISI-SAE (4XXX OR 8XXX) STEEL PER SAE-AMS-STD-66. FREE-MACHINING GRADES ARE NOT ALLOWED."

CLIN 0002AA

TO ALL DRAWINGS AND ASSOCIATED DOCUMENTS NOT CURRENTLY CITING DISTRIBUTION STATEMENT, ADD DISTRIBUTION STATEMENT "A."

12577023: NOTE 2, CHANGE TO READ "2. MATERIAL: .12-46C AISI-SAE CARBON STEEL. MERCHANT QUALITY AND FREE MACHINING GRADES ARE NOT ALLOWED. NORMALIZED OR ANNEALED."

CLIN 0003AA

DRAWING 11577275 IS DISTRIBUTION A.

DRAWING 12900965 CHANGE NOTE 4. FROM: CADMIUM PLATING, QQ-P-416, TYPE II, CLASS 2. TO: ZINC PLATE PER ASTM B633, TYPE II, SC3

DRAWING 12900966: NOTE 2: "MATERIAL: .38-.50C ALLOY STEEL, AISI 4XXX OR AISI 8XXX" CHANGED TO "MATERIAL: .38-50C AISI-SAE ALLOY (4XXX OR 8XXX)STEEL. FREE-MACHINING GRADES ARE NOT ALLOWED.

DRAWING 12900967: NOTE 2: "MATERIAL: .13-34C PLAIN CARBON STEEL AISI 10XX HOT ROLLED." CHANGED TO MATERIAL: .13-34C AISI-SAE CARBON 10XX STEEL. HOT ROLLED. MERCHANT QUALITY AND FREE MACHINING GRADES ARE NOT ALLOWED."

DRAWING 12900971: NOTE 2. "MATERIAL: CASTING PER DRAWING C11577275, COMP 2 OR 3, CLASS B & E, OR .37-.46C, ALLOY STEEL, AISI 4XXX." CHANGED TO "MATERIAL: CASTING PER DRAWING C11577275, COMP 2 OR 3, CLASS B & E, OR .37-.46C AISI-SAE ALLOY (4XXX) STEEL. FREE-MACHINING GRADES ARE NOT ALLOWED."

DRAWING 11577275 - STEEL CASTINGS (GENERAL DATA DRAWING) IN SOUNDNESS NOTE SHEET 1. DELETE: "MIL-STD-453 QUALITY LEVEL 2." REPLACE WITH: ASTM E1742 OUALITY LEVEL 2.

REMOVE:

MIL-STD-453 FROM SPEC SUMMARY (REF) BLOCK.

REPLACE WITH:

ASTM E1742.

DRAWING 12901145 VENDOR ADDRESS CHANGE TO: LOCTITE CORP.

1001 TROUT BROOK CROSSING ROCKY HILL, CT 06067 TELEPHONE (860) 571-5100

DELETE: HENKEL CORP/ADHESIVES

ALL INSPECTION DRAWINGS AND DOCUMENTS ARE DISTRIBUTION STATEMENT "A" - UNLIMITED, UNLESS OTHERWISE SPECIFIED IN THE TDP.

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#### Name of Offeror or Contractor:

CLIN 0004AA

TDPL:

ADD MIL-DTL-16232, REV G

DOCUMENT DELETE REPLACE WITH SPI 12900955 REV A REV ORIGINAL

DRAWING 12900955: CHANGE NOTE 2, MATERIAL:

FROM: .13-.34C PLAIN CARBON STEEL, AISI 10XX

TO: .13-34C AISI-SAE CARBON (10XX) STEEL. MERCHANT QUALITY AND FREE-MACHINING GRADES ARE NOT ALLOWED.

ALL INSPECTION DRAWINGS AND DOCUMENTS ARE DISTRIBATION STATEMENT "A" - UNLIMITED, UNLESS OTHERWISE SPECIFIED IN THE TDP.

(CS6100)

9 52.210-4501 PHOSPHATE COATING REQUIREMENT

MAR/2002

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command Rock Island site, ATTN: AMSTA-LC-CFA-B, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.
- b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.
- c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."
- d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM Bl17 is per lot "at least every 8 hours." (Applies to CLIN 0001, 0002, 0003, 0004).

(End of clause)

(CS6510)

PACKAGING AND MARKING

10 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

OCT/2003

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

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#### Name of Offeror or Contractor:

LEVEL OF PACKING: Commercial OUANTITY PER UNIT PACKAGE: 001

- 1 Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistributuion and shipment by any mode and meet or exceed the following requirements.
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- 2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
- 3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- 4 Intermediate Package Intermediate packaging is required whenever one or more of the following conditions exists:
  - a. the quantity is over one (1) gross of the same national stock number,
  - b. use enhances handling and inventorying,
  - c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
  - d. the unit pack is less than 64 cubic inches,
  - e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

- 5. Packing:
- 5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
  5.2 Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- 6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

#### 7 Marking

- 7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- 7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.
- 7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- 7.4 Military Shipping Label. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm

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#### Name of Offeror or Contractor:

MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC

- 8. Hazardous Materials: In addition to the general instructions listed above;
- 8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- 8.2 Packaging and marking for hazardous material shall comply with the requirments for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

 $\label{local_continuous_contin$ 

- 8.3 If the shipment originates from outside the continental United Sates, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- 8.4 A Product Material Safety DAta Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- 9 Heat Treatment and Marking of Wood Packaging Materials All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- 10 Quality Assurance The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- 11 SUPPLEMENTAL INSTRUCTIONS: N/A

End of Clause

(DS6421)

#### INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE

AUG/1996

12 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

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Name of Offeror or Contractor:

Title Number Date Tailoring

( ) Quality Management Systems- Requirements

ISO 9001:2000 13 DEC 2000

MOD/AMD

Tailored by excluding paragraphs

 $7.3,\ 7.4,\ 7.5.1,\ and\ 7.5.2$ 

(End of clause)

(EF6002)

- 13 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
  TACOM-RI
- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

#### DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-29	F.O.B. ORIGIN	JUN/1988
16	52.247-34	F.O.B. DESTINATION	NOV/1991
17	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984

CONTINUATION SHEET		CHEET	Reference No. of Document Be	Reference No. of Document Being Continued			
		SHEET	PIIN/SIIN W52H09-04-T-0162	MOD/AMD			
Name of O	fferor or Contracto	r:			•		
18	52.247-48	F.O.B. DES	TINATION - EVIDENCE OF SHIPMENT		FEB/1999		
19	52.247-61	F.O.B. ORI	GIN - MINIMUM SIZE OF SHIPMENTS		APR/1984		
20	52.211-16	VARIATION	IN QUANTITY		APR/1984		

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

21 52.247-4531 COGNIZANT TRANSPORTATION OFFICER TACOM-RI

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
  - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

TACOM-RI

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#### Name of Offeror or Contractor:

CDECTAI.	REOUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

 $\hbox{ If the clause requires additional or unique information, then that information is provided immediately after the clause title. } \\$ 

(HA7001)

- 22 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III MAY/2002 DFARS

  23 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is mcguired@ria.army.mil. The data fax number for submission is (309) 782-2301, ATTN: Dan McGuire.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to: N/A

If YES, give name of rail carrier serving it: \_\_\_

(End of Clause)

(HS6510)

24 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Ship	pped From:			
or contracts	involving F.O.B. Original	in shipments furnish	the following rai	l information:
oes Shipping	Point have a private 1	railroad siding?	YES NO	

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#### Name of Offeror or Contractor:

If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

#### CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
28	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
32	52.232-18	AVAILABILITY OF FUNDS	APR/1984
33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	OCT/2003
		REGISTRATION	
34	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
35	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUN/2003
36	52.243-1	CHANGES - FIXED PRICE	AUG/1987
37	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
38	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
39	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
40	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
41	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
42	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL	JAN/2004
		ITEMS)	

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c): http://www.arnet.gov/far/

 ${\tt www.acq.osd.mil/dp/dars}$ 

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43

52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY

MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001, 0002, 0003, 0004 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001, 0002, 0003, 0004 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 calendar days before final delivewry date of contract by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
  - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
  - g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>	
Evaluated Option (F.O.B. Origin)	\$ CLIN 000	1
	\$ CLIN 000	2
	\$ CLIN 000	3
	\$ CLIN 000	4

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

44 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

45 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

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#### Name of Offeror or Contractor:

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

46 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- 47 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/200
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

<sup>(</sup>e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process

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is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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#### Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of			Number
Addenda	Title	Date	of Pages Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - DD FORM 1423 FOR CLIN		003
	0001AA, 0002AA, 0003AA AND 0004AA		
Attachment 001	DOCUMENT SUMMARY LIST FOR CLINS 0001AA, 0002AA, 0003AA AND		002
	0004AA		

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
(	(End of Clause)		

(JS7001)

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

> www.acq.osd.mil/dp/dars http://www.arnet.gov/far/ or

If the pr	ovision requires addit	ional or unique information, t	hen that information is provide	ed immediately after the provision ti	tle.
(KA7001)					
48	52.204-6	DATA UNIVERSAL NUMBERING SYS	TEM (DUNS) NUMBER	OCT/2003	
49 (a)(		SMALL BUSINESS PROGRAM REPRE Industry Classification Syste 710 (CLINS 0003AA AND 0004AA).		APR/2002 ition is 332212 (CLIN 001AA), 332999	
(2)	The small business si	ze standard is 500.			
(3)			n submits an offer in its own of not itself manufacture, is 5	name, other than on a construction or 00 employees.	service
(b)	Representations. (1)	The offeror represents as pa	rt of its offer that iti	s,is not a small business conce	rn.
				aragraph (b)(1) of this provision.) pusiness concern as defined in 13 CFR	
			a small business concern in particle as a small business concern in particle as a small business as a small business as a small business as a small business concern in particle as a small business concerns as a	aragraph (b)(1) of this provision.) siness concern.	The
	(Complete only if the		a small business concern in pa	aragraph (b)(1) of this provision.]	The
	(i) it				
	is				
a veteran	is not -owned small business	concern.			
		offeror represented itself as ents as part of its offer that		s concern in paragraph $(b)(4)$ of this	
a service	is not	d small business concern.			
a service	-disabled veceran-owne	d Small Dusiness Concern.			
	(Complete only if offe s, as part of its offe		l business concern in paragraph	n (b)(1) of this provision). The off	eror
a HUBZone				Qualified HUBZone Small Business Con ntrol, principal place, or HUBZone em	
	=		= = = = = = = = = = = = = = = = = = =	rdance with 13 CFR part 126; and	

(ii) it \_\_\_is is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint

\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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#### Name of Offeror or Contractor:

	(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check ory in which its ownership falls]:
	Black American.
	Hispanic American.
	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Republic (	Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, aos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, or Naura).
Maldives	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Islands, or Nepal).
	Individual/concern, other than one of the preceding.
(c)	Definitions. As used in this provision -
"Se:	rvice-disabled veteran-owned small business concern" -
(3)	

- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

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ame of Offeror or Contractor:			
(iii) Be ineligible for participation	on in programs conducted under the auth	nority of the Act.	
	(End of provision)		
6014)			
50 52.207-4 ECONOMIC			717G /1007
Offerors are invited to state an opini		oplies on which bids,	AUG/1987 proposals or quotes are requ
Offerors are invited to state an opini	on on whether the quantity(ies) of sup	pplies on which bids,	
Offerors are invited to state an opinithis solicitation is (are) economically	con on whether the quantity(ies) of support advantageous to the Government.  Equisitions in different quantities wou quantities are recommended, a total and the country at which a significant price break of	ıld be more advantaged La unit price must be	proposals or quotes are requested and proposals or quotes are requested as a proposal and the second and the se
Offerors are invited to state an opinithis solicitation is (are) economically  (b) Each offeror who believes that acommic purchase quantity. If different quantity is that quantity	con on whether the quantity(ies) of support advantageous to the Government.  Equisitions in different quantities wou quantities are recommended, a total and the country at which a significant price break of	ıld be more advantaged La unit price must be	proposals or quotes are requested and proposals or quotes are requested as a proposal and the second and the se

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

51 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

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(KF7057)

52 52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

53 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

54 52.233-2 SERVICE OF PROTEST

AUG/1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, AMSTA-LC-CFA-B, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
  - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

AUTHORIZED DEVIATIONS IN PROVISIONS

(LF6255)

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#### Name of Offeror or Contractor:

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

56 52.215-4510 ELECTRONIC BIDS/OFFERS

NOV/2001

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
- 2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

https://aaisbids.ria.army.mil and click on the icon for additional information.

- 4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds\_web/index.html>."

- 5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.
- 6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

57 52.215-4511 ELECTRONIC AWARD NOTICE

FEB/2002

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to

Vendor's Electronic Mail Address:

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accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FeDBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

(End of Provision)

(LS7013)

THE GOVERNMENT WILL EVALUATE OFFEROR'S PRICES AND PAST PERFORMANCE IN SELECTING AN AWARDEE. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION REGARDING PAST PERFORMANCE WITH ITS QUOTE.

\*\*\* END OF NARRATIVE L 001 \*\*\*

EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

58 52.217-5 EVALUATION OF OPTIONS JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

59 52.215-4507 EVALUATION OF OFFERS MAR/1988
TACOM-RI

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

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(End of Provision)

(MS7100)

EVALUATION FACTORS FOR AWARD

AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE RESPONSIVE RESPONSIBLE OFFEROR

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING AGENCY EXPERIENCE WITH THE OFFEROR, PREVIOUS CONTRACT HISTORY AVAILABLE FROM DCMC, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION. THE GOVERNMENT INTENDS TO AWARD WITHOUT CONDUCTING DISCUSSIONS.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATED PRICE TO THE GOVERNMENT.

\*\*\* END OF NARRATIVE M 001 \*\*\*